

City of Durham and the Town of Hillsborough
INTER-LOCAL COOPERATION AGREEMENT
Local Match for Federal Transportation Planning Grants

THIS AGREEMENT, (“Agreement”) is made and entered into this the _____ day of _____, 2011, between the CITY OF DURHAM, a North Carolina municipal corporation, (hereinafter “City”) and the TOWN OF HILLSBOROUGH, a political subdivision of the State of North Carolina (hereinafter “Town”). This Interlocal Cooperation Agreement is made pursuant to Article 20 of Chapter 160A of the North Carolina General Statutes.

I. BACKGROUND AND PURPOSE.

The City and Town are members of the Durham-Chapel Hill-Carrboro Metropolitan Planning Organization (DCHC MPO) and have entered into agreements with the members of the DCHC MPO (“member governments”) regarding the authority conferred to the DCHC MPO to make transportation decisions regarding the region covered by the DCHC MPO.

The DCHC MPO, in an ongoing manner authorizes transportation projects some of which are summarized herein. Federal transportation funds generally provide 80% of the total cost of projects authorized by the DCHC MPO, while local governments provide the remaining 20% of the total cost (“the local match”).

Certain projects authorized by the DCHC MPO benefit a larger regional area than just the City and the Town, whereas others benefit just the City and the Town of Hillsborough;

The Lead Planning Agency (LPA) for the DCHC MPO is the Department of Transportation (Planning Division) of the City of Durham.

The City, as the LPA, must administer and manage the DCHC MPO projects that benefit the entire metropolitan area represented by the DCHC MPO as well as those that occur within the City and County of Durham, contract for those projects, and coordinate transfers of funds for the “local match” contributions from the member governments benefited by, interested in, or obligated to contribute to each project. The City must post a City budget balance that meets or exceeds the total costs for each contracted project before the City can execute a contract for such project.

This Agreement will allow transfer of funds by the Town to the City of the amounts approved by the Town for specific transportation projects already authorized by the DCHC MPO, as well as future transfers of funds from the Town of amounts the Town Board approve for future DCHC MPO authorized projects, upon presentation of written documentation by the LPA (City) regarding the completion of such projects or otherwise such arranged payment schedules as projects reach mutually agreed-upon significant milestones.

II. TRANSFER OF FUNDS FOR AUTHORIZED PROJECTS.

The Town will transfer to the City \$9,000 for the Town of Hillsborough portion of the local match for the projects briefly described below without further request from the City. The

amount of the aforementioned project has been approved for funding by the Town in the amounts so described:

Downtown Hillsborough (Churton Street) Transportation Management Study - \$9,000

III. BUDGET APPROVALS AND PAYMENT OF FUNDS FOR FUTURE PROJECTS.

A. **BUDGET.** The Town agrees to provide local matching funds for projects requested by the Town and approved by the DCHC MPO. The Town agrees to fund a portion of DCHC MPO approved project cost as agreed upon and approved by the DCHC MPO in the amounts approved by the Town.

B. **PAYMENT.** The Town will pay to the City funds intended for future transportation projects authorized by the DCHC MPO in the amounts approved by the Town Board in the Town's approved Annual Budget or in such other resolution, ordinance, or agenda item. Payment shall be made upon presentation of a written request by the City of Durham's Transportation Planning Manager. Written requests for payment of approved Town funds provided on or before May 30 will be honored in the then current fiscal year. Requests made after May 30, may not be funded until the following fiscal year. All payments shall be made pursuant to authorization in this Agreement and in the resolution or agenda item in which the specific amount was approved.

IV. CITY ACCOUNTING.

The City will provide to the DCHC MPO periodic accounts, at least once a year or more frequently if requested by the MPO, of funds obligated for contracts for DCHC MPO-approved projects funded in part by local match funds, and the amount of local member contributions.

V. MISCELLANEOUS.

A. **Term.** This Agreement shall be effective as of the date it is duly executed by both the City and the Town. Unless terminated sooner, it shall expire at 12:01 AM, July 1, 2021. This Agreement may be terminated by either party, effective at the beginning of the fiscal year after such notice is given, upon 6 months notice given in writing prior to the start of the fiscal year in which termination is effective. Notwithstanding the termination date heretofore established, if the jurisdictions have not indicated their intent to terminate this Agreement, this Agreement shall continue after the termination date indicated above unless either jurisdiction indicates in writing, through its respective manager, that the Agreement is terminated.

B. **Amendments.** This Agreement may be amended from time to time upon mutual consent of the governing bodies expressed in writing.

C. **Appointment of Personnel.** It is agreed that the City Manager shall designate persons to carry out the City's obligations under this Agreement, and the Town Manager shall designate persons to carry out the Town's obligations under this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed, in triplicate, the day and year heretofore set out, on the part of the City and Town by authority duly given.

ATTEST:

CITY OF DURHAM

CLERK

BY: _____
CITY MANAGER

(SEAL)

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

City of Durham Finance Officer

ATTEST:

TOWN OF HILLSBOROUGH

CLERK

BY: _____
TOWN MANAGER

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Town of Hillsborough Finance Officer